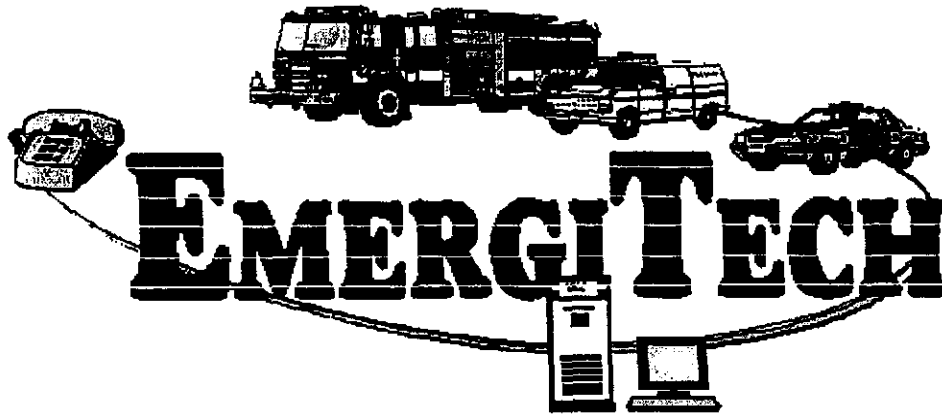# NARRATIVE - EXHIBIT "G"

EmergiTech's Statement of Work

Wabash County ETSB
Mt. Carmel, Illinois

Statement
Of
Work

June 17, 1999
Revised July 30, 1999
6434 East Main Street • Reynoldsburg, Ohio • 43068
Voice (800) 772-6125 • Fax (614) 866-9208

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1. Principal Objective

The primary objective of EmergiTech, Inc. (ETI) is to provide software and services which assist public safety personnel management of E9-1-1 calls, in automating dispatching and record keeping procedures.

In order to accomplish its primary objective for the Wabash County ETSB, ETI will deliver hardware, software and services according to the terms and conditions expressed in this Statement of Work to the following locations:

Wabash County ETSB
120 E. 4th Street
Mt. Carmel, Illinois 62863
Phone: (618) 262-2501
Fax: (618) 263-4103

2. Software Products

2.1 Standard Application Software

2.1.1. Products
The following Standard Application Software products will be delivered by ETI.

2.1.1.1. Computer Aided Dispatch INTERCad™
(Includes 9-1-1 software)
The latest version of ETI's Windows product designed to assist the calltakers and dispatchers effectively manage safety forces activity.

2.1.1.2. Law Enforcement Software INTERBADge™
A Windows product that will assist officers in compiling and retrieving incident, accident and investigations information.

2.1.1.3. Fire Records Management (INTERFIre™)
A Windows product that will assist fire fighters in filling out required forms and making retrieval of information an easy process. It is integrated and streamlines information gathering and the reporting process.

2.1.1.4. Acceptance
The Wabash County ETSB understands and agrees that it has reviewed INTERCad™, INTERBADge™, INTERFIre™ and has determined that the products are acceptable for the Wabash County ETSB's purposes. ETI is delivering standard off-the-shelf products and no customization is provided.

Any product defects will be cured under the terms of the warranty included in the Licensed Software Agreement and, if purchased, the Licensed Software Maintenance Agreement.

3. Third Party Products

3.1 Products

The following Third Party Products will be delivered by ETI as further defined and clarified in Attachment E.

3.1.1. Mapping

This mapping will provide an interface to INTERCAD™ and includes Map Manager Extension to display the location of an incident based on the information provided to EmergiTech by the County.

3.1.2. 24-Channel Voice Recorder

Digital recording system for audio and data retrieval. Provides a fast straightforward method of accessing critical information with minimal effort.

3.1.3. Windows NT

Windows NT will be the operating system for the Network.

3.1.4. PC Anywhere

Communications software that will allow ETI to do maintenance and service remotely.

3.1.5. WinFax PRO

Communication software that facilitates CAD dispatch via fax to the remote Fire/EMS agencies.

3.1.6. Acceptance

Installation of third party products shall be deemed accepted when installation is complete and ETI's standard installation verification tests, if required, have been performed successfully.

4. Hardware Products

4.1. Products

The following hardware products will be installed by ETI.

4.1.1. 911 Call Processing Equipment and Ancillary Hardware

ETI will provide 911 call processing equipment and ancillary hardware further described in Attachment E.

ETI agrees that it will attempt to source the workstations locally if a suitable supplier can be found.

4.2. Prerequisites

The County will be responsible for providing an adequate environment, including power for the system.

4.3. Acceptance

Installation of Hardware shall be deemed accepted when installation is complete and ETI's standard installation and operation verification tests, if required, have been performed successfully.

5. Professional Services

5.1. Installation of Standard Application Software

5.1.1. Services Provided

5.1.1.1. Computer Aided Dispatch (INTERCad™)

ETI will install its latest INTERCAD™ software release on one (1) file server located at the Wabash County ETSB and verify its operation on two (2) CAD workstations. While ETI is installing this software, the Wabash County ETSB may request that this software be installed on other workstations as well, provided that the workstations and the network meets the ETI prerequisites. We request that ETSB advises us in advance of additional workstations they would like configured.

5.1.1.2. Law Enforcement Records (INTERBADge™)

ETI will install its latest INTERBADge™ software release on one (1) file server located at the Wabash County ETSB and verify its operation on all the records workstations.

5.1.1.3. Fire Records Management (INTERFIre™)

ETI will install its Fire Records Management software release on one (1) file server located at the Wabash County ETSB and verify its operation.

5.1.2. Prerequisites

Installation of ETI's INTERCad™, INTERBADge™ and INTERFIre™ require a properly configured server and local area network (LAN). For this engagement, ETI is providing the appropriately equipped LAN.

5.1.3. Acceptance

Installation of Standard Application Software shall be deemed accepted when installation is complete and ETI's standard installation and operation verification tests, if required, have been performed successfully.

5.2 Installation of Third Party Products

5.2.1. Services Provided

5.2.1.1. Mapping

ETI will install Mapping on two (2) workstations at the Wabash County ETSB.

5.2.1.2. Windows NT

ETI will install and configure Windows NT operating system on the application server and test it to make sure it is operating properly.

5.2.1.3. PC Anywhere

ETI will install PC Anywhere on one (1) server and two (2) workstations to give access to ETI for maintenance and service.

5.2.1.4. WinFax PRO

ETI will install WinFax PRO on one (1) server and two (2) CAD workstations to allow remote faxing to the remote Fire Stations.

5.2.2. Acceptance

Installation of Mapping, Windows NT operating system and PC Anywhere shall be deemed accepted when installation is complete and ETI's standard installation verification tests, if required, have been performed successfully.

5.3. Cabling Installation

5.3.1. Services Provided

ETI agrees to provide the necessary cable, cable terminations and specifications for up to twelve (12) network connections at the Police Department and or the Sheriff's Office and all telephone connections required for the installation of the E911 system provided by ETI. The ETSB will provide the labor that will work under the supervision of ETI to actually pull the cable.

5.4. Training

5.4.1. Standard Application Software

5.4.1.1. Services Provided

ETI divides the training process into two areas, Administrative Training and User Training. The following sections describe the primary objectives of Administrative and User Training, and provide general recommendations for personnel best suited for each type of training. The following sections also outline the classroom and follow-up training sessions, both Administrative and User, planned for the Wabash County ETSB.

5.4.1.1.1. Administrative Training

Administrative Training is designed to educate personnel in the processes necessary to identify, input and maintain the data needed to effectively use ETI's Standard Application Software. ETI recommends that the following personnel attend Administrative Training: project manager, individual(s) responsible for system administration, supervisor(s) responsible for personnel using the product on a daily basis, individual(s) responsible for entering set-up data. Because this category of training is geared to system-level decision makers and data managers, Administrative Training sessions are not recommend for average day-to-day users. ETI's Training Center provides effective learning space for six attendees for Administrative Training.

5.4.1.1.2. User Training

User Training is designed to educate personnel in the hands-on operation and daily use of ETI's application software products. ETI recommends that the following personnel attend User Training: project manager, individual(s) responsible for system administration, supervisor(s) responsible for personnel using the product on a daily basis, personnel who will use the product in the performing daily activities. ETI's Training Center provides effective learning space for six attendees.

5.4.1.1.2.1. Classroom - Administrative and User Training

The following outline details the exact number of training days (by application software product). The schedule for the utilization of these training days will be developed in accordance with a project timeline compiled by project managers from ETI and the Wabash County ETSB.

> 5.4.1.1.2.1.1. Administrative –
> INTERCad, 9-1-1, INTERBADge **(3 days)**
> INTERFIre **(1 day)**
>
> 5.4.1.1.2.1.2. User –
> INTERCad and 9-1-1 **(2 days)**
> INTERBADge **(3 days)**
> INTERFIre **(3 days)**
>
> Ad-hoc Training – **(6 days)** on-site

5.4.2. Prerequisites

For training at ETI's Corporate Headquarters and at the client locations, participants must be proficient in Microsoft Windows95/98 and the manner in which it is to be employed at the client locations. ETI recommends that all system users receive Windows95/98 training from a Microsoft certified trainer prior to receiving any ETI application instruction. (For training at the client locations, if applicable, the client must demonstrate adequate facilities and access to appropriate teaching aids prior to training being provided.)

5.4.3. Acceptance

Training shall be considered accepted at the conclusion of each workday dedicated for training activities.

5.4.4. Cancellation

If, for any reason not directly caused by ETI, the Wabash County ETSB must cancel previously agreed upon training dates within 10 business days of the training start date, the Wabash County ETSB is subject to a charge equal to 100% of the cost per day for each day of training canceled unless the cancellation results from a Police related emergency. Training canceled within 3 to 6 weeks of the training start date is subject to a charge equal to 50% of the cost per day for each training day canceled. The ETI Training Registration Form and full Cancellation Policy are found in Attachment A.

5.4.5. Third Party Products

5.4.5.1.   Services Provided

Third Party Software training will consist of three (3) days for Mapping.

5.4.5.2.   Prerequisites

For training at ETI's Corporate Headquarters and at the County, participants must be proficient in Microsoft Windows and the manner in which it is to be employed at the County. (For training at the County, if applicable, the County must demonstrate adequate facilities and access to appropriate teaching aides prior to training being provided.)

5.4.5.3. Acceptance

Training shall be considered accepted at the conclusion of each work day dedicated for training activities.

5.5. Data Conversion

The PIPS Records data will be converted on a "best efforts basis" to retrieve the Master Name records and limited other data. ETI makes no guarantees regarding the success of the conversion.

5.6. Project Management

Project Management will be provided to the Wabash County ETSB according to the terms and conditions of this Statement of Work.

5.6.1. Services Provided

Services afforded the Wabash County ETSB are described in the section labeled *Responsibilities, ETI's Responsibilities.*

5.6.2. Prerequisites

None.

5.6.3. Acceptance

None.

6. Maintenance and Ongoing Support

6.1 Standard Application Software

Standard Application Software Maintenance will be provided to the Wabash County ETSB according to the Pricing in Attachment E and terms and conditions of the Licensed Software Maintenance Agreement in Attachment C.

6.2 Third Party Products

While ETI is not the manufacturer for these Third Party Products, ETI does agree to be the 1st point of contact and provide it's best efforts towards problem resolution.

6.3 Hardware and Network Support

Hardware and Network Support will be provided by ETI. The fees for such services are listed in Attachment D.

7. Project Timeline

A reasonable Project Timeline including all major project milestones and payment milestones shall be constructed immediately following the signing of official contracts between the Wabash County ETSB and ETI.

8. Responsibilities

8.1. ETI's Responsibilities

ETI has assigned Vincent Generoso as Project Manager for the Wabash County ETSB's project. His responsibilities are as defined below:

1. Function as the single point of contact for ETI by maintaining regular project communications with representatives from the Wabash County ETSB
2. Maintain a comprehensive Statement of Work (SOW) that describes the project deliverables timeline, change control mechanisms, acceptance test procedures and other elements of the detailed Project Timeline as developed after contract signing
3. Monitor and direct progress of the implementation according to the Project Timeline defined in the SOW as developed after contract signing
4. Resolve any conflicts with or deviations from the Project Timeline with representatives from the Wabash County ETSB through the use of the Change Order procedure detailed in this document
5. Provide direction to the resources assigned to this project in accordance with the SOW and the Project Timeline
6. Keep the Wabash County ETSB informed about the progress of the project.

8.2 Wabash County ETSB's Responsibilities

8.2.1 Project Manager

The Wabash County ETSB's Project Manager will act as a single point of contact during project implementation. The Project Manager is responsible for maintaining lines of communication within the Wabash County ETSB. The Project Manager facilitates installation of the network system and monitors project status through acceptance as defined in this SOW. The Wabash County ETSB has assigned Jan Andrews as Project Manager for the project. The Project Manager's duties include:

1. Function as a single point of contact for the Wabash County ETSB by maintaining regular project communications with the ETI Project Manager
2. Aid in the development of any additional procedural standards/documentation that may become necessary throughout the project
3. Facilitate the evaluation and adjustment of the Project Timeline in conjunction with the ETI Project Manager
4. Ensure compliance with the Change Order procedure to resolve any conflicts or deviations from the Project Timeline with the ETI Project Manager
5. Provide direction to the Wabash County ETSB resources assigned to this project in accordance with the SOW and the Project Timeline
6. Review the Project Timeline with the ETI Project Manager at regularly scheduled intervals

8.2.2 System Administration

The Wabash County ETSB is responsible for assigning and providing training for a Network Systems Administrator (NSA). The Wabash County ETSB has assigned _____ as NSA for the project. The NSA will be responsible for the following:

1. Original setup and ongoing maintenance of system users and security preferences for the Wabash County ETSB client-server network
2. Design and ongoing maintenance of a regular systems back up plan
3. Monitor all systems equipment and coordinate maintenance when required
4. Original setup and ongoing maintenance of users and of security preferences within the ETI software suite of Standard Application Software products
5. Act as the single point of contact for systems related issues
6. Configuration and Management of Windows95/98 workstations

ETI highly recommends that the NSA receive professional training from an authorized training center.

9. Change Control

The following page represents ETI's Change Control Request Form. All material changes to the terms and conditions of the agreement between the Wabash County ETSB and ETI will require execution of appropriate Change Control including the filing of an appropriately constructed Change Control Request Form.

ETI, Inc. Change Request Form   —   Change #: _____

Date of request: _____   Requested by: _____

Customer Name: _____

_____

Description
of
Service

_____

_____

_____

_____

_____

_____

_____

_____

Comments: _____

_____

_____

_____

_____

_____

_____

_____

Date received: _____   Received by: _____

Estimated hours: _____   Estimated date of completion: _____

Customer P.O.: _____   Revised cost: _____

Payment Terms: _____

Effect On
Project
Schedule _____

_____

Customer Signature _____Date_____

ETI, Inc. Signature _____Date_____
Note: 1. For additional hardware &/or software please attach an **Inventory Request Form.**
                   2. For effects on project schedule please attach **revised timeline**
Rev. AU 1.04 3/29/96

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10. Other Terms & Signature Page

10.1. Standard Application Software

The Standard Application Software described in this statement of work is provided under the terms of ETI's Software License Agreement, which is incorporated in and made part of this Statement of Work.

10.2. Third Party Products

The Third-Party Products described in this SOW is furnished by ETI acting as a re-seller. Warranties, if any, are provided by the original manufacturer. ETI PROVIDES NO WARRANTIES FOR ANY THIRD-PARTY PRODUCTS.

10.3. Other Terms for Professional Services

10.3.1. WARRANTY

For a period of thirty (30) days after the acceptance criteria (criterion) are met for Installation Services (defined in sections 5.1.1, 5.2.1 of the SOW). ETI will use its reasonable efforts to correct any defects arising from the provision of these services. Such services and any required warranty service pursuant to this section will be performed at ETI's sole option by telephonic communication; via modem from ETI's facility; by a site visit; or by any other appropriate means.

EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES FOR PROFESSIONAL SERVICES, EXPRESSED OR IMPLIED, MADE TO CLIENT HEREUNDER INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WARRANTIES OF MERCHANTABILITY. IN NO EVENT WILL ETI BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES SET FORTH IN THIS PARAGRAPH, ARE THE SOLE REMEDIES AVAILABLE TO THE CLIENT.

10.3.2. LIMITATION OF LIABILITY

THE LIABILITY OF ETI TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED ONE MILLION DOLLARS ($1,000,000).

10.3.3. INVALIDITY

In the event that any provision of this Agreement is found to be invalid or unenforceable for any reason, such provision shall be deemed to be severable and shall not invalidate any other provision of this Agreement, and this Agreement, less such invalid or unenforceable provision, will remain in full force and effect, as modified.

10.3.4. AMENDMENT

This Agreement may not be altered, amended, or modified except in writing as further defined in section 9. (Change Control). A waiver of the right to enforce any right or

obligation under this Agreement will not be construed as a waiver of any subsequent right to enforce such right or obligation.

IN WITNESS WHEREOF, the parties agree to and understand the provisions of this Statement of Work.

EMERGITECH, INC.

By: _Mark Miller_

Title: _Pres._

Date: _July 30, 1999_

WABASH COUNTY ETSB

By: _Jerry J Suck_

Title: _Vice Chairman_

Date: _August 4, 1999_

11. ATTACHMENT A

EMERGITECH, Inc.
Training Registration

Agency Name:_____

Agency Contact:_____ Telephone:_____

Course Name:_____

Dates of Training:_____ Class Hours - Start:_____ End:_____

Location of Training:_____

Trainee Roster

Session: _____

Name	Title

Session: _____

Name	Title

EMERGITECH, INC. *Training Policy and Agreements:*

- *Cost of additional training:* $1,000/day at ETI or $1,200/day at customer locations.

- *Class size and attendance:* Normal class size is six students per class. Other arrangements must be negotiated to insure adequate training facilities. Individuals scheduled for training are expected to attend all portions of the training class. Individuals may be substituted for registered students at any time prior to the start of training.

- *Training Facilities:* EMERGITECH maintains a complete training facility with a training database, all-current software, and individual student workstations. Hotel facilities at a corporate rate are nearby. It is highly recommended that training be scheduled in this dedicated environment. When training is requested at the agency site, it is expected that the customer will provide a training room with individual workstations for all students. Network access for all trainees and all appropriate software will be installed and tested at least 1 working day ahead of the scheduled start of class.

- *Cancellation Policy:* If, for any reason not directly caused by ETI, the Wabash County ETSB must cancel previously agreed upon training dates within 10 business days of the training start date, the Wabash County ETSB is subject to a charge equal to 100% of the cost per day for each day of training canceled unless the cancellation results from a Police related emergency. Training canceled within 3 to 6 weeks of the training start date is subject to a charge equal to 50% of the cost per day for each training day canceled.

Signatures:

ETI Training Manager:_____ Date:_____

ETI Project Manager:_____ Date:_____

Agency Representative:_____ Date:_____

Title:_____